



TERMS AND CONDITIONS FOR USERS OF TIVO WEBSITE, FACEBOOK PAGE AND YOUTUBE CHANNEL

Last updated August 03, 2023

AGREEMENT TO OUR LEGAL TERMS

We are TANZANIA INCLUSIVE VISION ORGANISATION (TIVO), an organization registered under the NGO Act of Tanzania on 13th August, 2021 with registration number 00NGO/R/2065, and having its principal place located in Plot 181, Block A, Kilimanjaro street, Kihonda-Morogoro, Tanzania.

We operate the website www.tivo.or.tz, as well as Facebook page [Official: TIVO](#) and YouTube channel [TIVO CHANNEL](#). We use these media to display activities done by TIVO and collect information for TIVO's mission of promoting 21st Century Skills, sometimes referred by TIVO as inclusive skills.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity and TANZANIA INCLUSIVE VISION ORGANISATION (TIVO), concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY THROUGH info@tivo.or.tz

All users who are minors under the age of 18 must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services. We recommend that you print a copy of these Legal Terms for your records.

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (website "www.tivo.or.tz", our Facebook page "[Official: TIVO](#)" and our YouTube channel "[TIVO CHANNEL](#)").

Your use of our Services

Subject to your compliance with these Legal Terms, including the "[PROHIBITED ACTIVITIES](#)" section below, we grant you a non-exclusive, non-transferable, revocable license to access the Services and download or print a copy of any portion of the Content to which you have properly gained access, solely for educational purpose and non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission from TIVO.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to info@tivo.or.tz. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the "[PROHIBITED ACTIVITIES](#)" section carefully prior to using our Services to understand the;

(a) rights you give us



(b) obligations you have when you post or upload any content through TIVO website and social media.

Submissions:

By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without compensation to you.

Contributions:

The Services may invite you to chat, contribute to, or participate on TIVO-Facebook page or TIVO CHANNEL and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution. You understand that Contributions may be viewable by other users of the Services.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos):

By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in other acceptable media formats and media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload:

By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- i. confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- ii. to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- iii. warrant that any such Submissions and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- iv. warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content:

We (TIVO) shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
3. you have the legal capacity and you agree to comply with these Legal Terms;
4. you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise;
5. you will not use the Services for any illegal or unauthorized purpose; and
6. your use of the Services will not violate Tanzania and International laws or regulations.



If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password and/or username confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. CANCELLATION

You can cancel your subscription at any time by logging into your account. If you are unsatisfied with our Services, please email us at info@tivo.or.tz or call us at +255 769 455 455.

6. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by TIVO.

As a user of the Services, you agree not to:

- i. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- ii. Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- iii. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- iv. Engage in unauthorized framing of or linking to the Services.
- v. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information.
- vi. Make improper use of our support services or submit false reports of abuse or misconduct.
- vii. Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- viii. Attempt to impersonate another user or person or use the username of another user.
- ix. Use any information obtained from the Services in order to harass, abuse, or harm another person.
- x. Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- xi. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of TIVO Services to you.
- xii. Delete the copyright or other proprietary rights notice from any Content.
- xiii. Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- xiv. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- xv. Disparage, tarnish, or otherwise harm, in our opinion, us and/or TIVO Services.
- xvi. Use the Services in a manner inconsistent with any applicable Tanzania and International laws or regulations.

7. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- i. you should have firsthand experience with the person/entity being reviewed;
- ii. your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language;
- iii. your reviews should not contain discriminatory references based on religion, race, gender, age or disability;
- iv. your reviews should not contain references to illegal activity;
- v. you should not be affiliated with competitors if posting negative reviews;
- vi. you should not make any conclusions as to the legality of conduct;
- vii. you may not post any false or misleading statements; and
- viii. you may not organize a campaign encouraging others to post reviews.



We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sub licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

8. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

9. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

10. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

11. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause



beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

12. CONTACT US

In order to resolve a complaint regarding TIVO Services or to receive further information regarding use of the Services, please contact us at:

Tanzania Inclusive Vision Organisation (TIVO)

Kilimanjaro street, Kihonda Ward, Morogoro.

Tanzania

Phone: +255 769 455 455

info@tivo.or.tz or

inclusivetanzania@gmail.com

